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United States  
**ENVIRONMENTAL PROTECTION AGENCY**  
 Washington, DC 20460

**SUPERFUND PROPERTY REUSE EVALUATION CHECKLIST FOR REPORTING  
 THE SITEWIDE READY-FOR-ANTICIPATED USE GPRA MEASURE**

Office of Superfund Remediation & Technology Innovation and Federal Facilities Restoration & Reuse Office

**PART A – GENERAL SITE INFORMATION**

1. Site Name <b>SUMMIT NATIONAL</b>	2. EPA ID <b>OHD980609994</b>
3. Site ID <b>0504617</b>	4. RPM <b>Pablo N Valentin</b>

5. Street Address **1240 Alliance Road**

6. City <b>Deerfield Township</b>	7. State <b>Ohio</b>	8. Zip Code <b>44411</b>
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9. Site Wide Ready-for-Reuse Determination Requirements (all must be met for the entire construction complete site) ,

- All cleanup goals in the Record(s) of Decision or other remedy decision document(s) have been achieved for any media that may affect current and reasonably anticipated future land uses, so that there are no unacceptable risks.
- All institutional or other controls required in the Record(s) of Decision or other remedy decision document(s) have been put in place.

Institutional Control Name	Date Implemented	Type of Control	Total Acres
Uniform Environmental Covenants Act (UECA) Restrictive Covenant # 201312140	June 5, 2013	Environmental Restrictive Covenant under UECA	11.18

**PART B – SIGNATURE (Branch Chief or above should sign)**

NOTE: The outcome of this Property Reuse Evaluation does not have any legally binding effect and does not expressly or implicitly create, expand, or limit any legal rights, obligations, responsibilities, expectations, or benefits of any party. EPA assumes no responsibility for reuse activities and/or any potential harm that might result from reuse activities. EPA retains any and all rights and authorities it has, including but not limited to legal, equitable, or administrative rights. EPA specifically retains any and all rights and authorities it has to conduct, direct, oversee, and/or require environmental response actions in connection with the site, including but not limited to instances when new or additional information has been discovered regarding the contamination or conditions at the site that indicates that the response and/or the conditions at the site are no longer protective of human health or the environment.

10. Name <b>Thomas R. Short, Jr.</b>	11. Title/Organization <b>Chief, Remedial Response Branch #2 Superfund Division, Region 5</b>
12. Signature 	13. Date <b>5/12/2013</b>



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**  
**REGION 5**  
**77 WEST JACKSON BOULEVARD**  
**CHICAGO, IL 60604-3590**

**Date:** AUG 12 2013

**From:** Pablo N. Valentín, Remedial Project Manager *PNV*  
Remedial Response Section #3

James Morris, Associate Regional Counsel *JM*  
Office of Regional Counsel

**To:** Thomas R. Short Jr., Chief  
Remedial Response Branch #2

**Subject:** Recommendation to Sign the Site-wide Ready for Anticipated Use  
Determination for the Summit National Liquid Disposal Site, Deerfield, Ohio

The Summit National Liquid Disposal site ("Summit National"), Deerfield, Ohio, achieved Construction Completion on August 23, 1995, based on the remedy selected in the Record of Decision (ROD) of June 30, 1988, the amended ROD of November 2, 1990, and the Explanation of Significant Differences (ESD) of March 23, 1992. All cleanup goals for the site have been achieved for media that may affect current and reasonably anticipated future land uses.

Cleanup goals for soil, sediment, surface water, and groundwater allow for and were based on:

- ☐ unlimited use unrestricted exposure
- ☐ residential use
- ☐ commercial use
- ☒ industrial use
- ☐ recreational
- ☐ containment
- ☒ other (explain) Groundwater – Pump, treat, and monitoring to achieve MCLs

The U.S. Environmental Protection Agency (U.S. EPA) and Ohio Environmental Protection Agency (OEPA) determined that the following activities were completed according to the ROD, amended ROD, ESD, and design specifications:

- Construction of a chain link fence around the site's boundary.
- Excavation and on-site incineration of 24,000 cubic yards of contaminated soils and 4,000 cubic yards of perimeter sediments.

- Demolition or dismantling of all on-site structures for on-site disposal.
- Collection and treatment of surface water from two on-site ponds and from drainage ditches, followed by excavation and on-site treatment of the sediments.
- Removal of a vacant residence.
- Testing of the ash from the incinerated soil and sediment to ensure compliance with U.S. EPA and OEPA standards before using the ash as fill to re-grade the site prior to placement of the final cover.
- Re-grading the site and installation of a soil cover over 11.18 acres of the site. The cover consisted of 18 inches of loam and six inches of top soil and a vegetative cover.
- Rerouting the south and east drainage ditches to uncontaminated areas off-site.
- Off-site disposal of the contents of 480 over-packed drums.
- Implementation of access rights and restrictions on future use through an environmental covenant recorded on June 5, 2013.

Operation of the groundwater collection system and on-site treatment of contaminated water was conducted in accordance with the Operation Monitoring and Maintenance Plan (OMMP) from November 1995 through August 2005. The implemented remedy and the OMMP were designed to address three major remedial action objectives:

- Protection and enhancement of the quality of the groundwater and recovery of the groundwater resource in the vicinity of the site.
- Protection of the quality of the surface water in the vicinity of the site.
- Protection of the public from direct contact with contaminated material on or near the site, and from migration of surficial contaminants via surface runoff, wind erosion and volatilization.

Groundwater quality monitoring was reported at startup and twice per year for the first five years of operation, and annually thereafter. Groundwater quality monitoring will continue until termination criteria have been met. Groundwater hydraulic monitoring was performed monthly for the first year of operation, then quarterly through August 2005, then twice per year through 2008, and annually since 2009.

For the first three rounds of groundwater quality monitoring, the samples were analyzed for the full target compound list (TCL) and target analyte list (TAL). A site-specific indicator parameter list (SSIPL) was then developed and approved by OEPA and U.S. EPA. All subsequent samples were analyzed for the SSIPL, except that every fifth year the full TCL & TAL analysis is done.

Groundwater monitoring reports are submitted to U.S. EPA and OEPA for each monitoring event. Annual evaluation and progress reports are also submitted to OEPA and U.S. EPA.

Institutional controls (ICs) have been reviewed and evaluated using the checklist in footnote 1, and all required ICs are in place and effective. An environmental covenant (EC) in conformance with Ohio's Uniform Environmental Covenants Act (UECA) was executed by the receiver for the site and then was executed by U.S. EPA on April 30, 2013. The EC was recorded with the Portage County Recorder on June 5, 2013. The EC imposes restrictions on any current or future activities that would modify, remove, damage, or interfere with the response action. It prohibits any filling, grading, excavating, building, drilling, mining, farming or other development without prior written consent from the U.S. EPA and OEPA. It prohibits extraction, development or use of groundwater or surface water for any purpose. In the event of any future property sale or deed transfer, all of the above restrictions shall remain effective. Therefore, the EC restricts the site owner from interfering with any aspect of the remedial action, protects the integrity of the soil cap, and prohibits the development or use of the site groundwater for any purpose, unless approved by U.S. EPA and OEPA.

### Physical Area – Summary Table

Media, Engineered Controls, & Areas that do not Support Unlimited Use/Unrestricted Exposure (UU/UE) Based on Current Conditions	IC Objectives in Decision Documents	Physical Area Covered by Implemented Institutional Control
Land – On Site	Prohibit any filling, grading, excavating, building, drilling, mining, farming or other development on property within the site, except for activities required pursuant to the Consent Decree.	Area of soil treated to industrial cleanup standards is identified in Attachment 2.  EC per the UECA, recorded with Portage County Recorder on June 5, 2013. City of Deerfield, Portage County Recorder. Ohio Revised Code § 5301.80 to 5301.92
Groundwater – On Site	Prohibit groundwater use, extraction, or development until cleanup standards are achieved.	Current area that exceeds groundwater cleanup standards is identified in Attachment 2.  EC per the UECA, recorded with Portage County Recorder on June 5, 2013. City of Deerfield, Portage County Recorder. Ohio Revised Code § 5301.80 to 5301.92.

U.S. EPA completed the Fourth Five-Year Review Report for the site on July 16, 2013. The five-year review found that the remedy is protective of human health and the environment. Exposure pathways to contaminated groundwater are being controlled and exposure to contaminated soil at the site has been addressed by incinerating the most heavily-contaminated

soils, applying a clean soil cover and a vegetative cover, and by fencing that surrounds the site. All required ICs have been implemented, with an EC under the Ohio UECA recorded on June 5, 2013. Compliance with effective ICs will be ensured through long-term stewardship by maintaining, monitoring, and enforcing effective ICs.

We've also reviewed the current Human Exposure Environmental Indicator and have determined that the site is *Current Human Exposure Controlled and Protective Remedy in Place*, which is consistent with this Site-wide Ready for Anticipated Use determination.

Based on the above information and all documents reviewed for this site, we find that the site meets the following requirements:

- All cleanup goals in the ROD or other decision document have been achieved for any media that may affect current and reasonably anticipated future land uses, so that there are no unacceptable risks.
- All institutional or other controls required in the ROD or identified as part of the response action to help ensure long-term protection have been put in place.

Based on the information presented below, we recommend that you sign the attached Site-wide Ready for Anticipated Use Determination Checklist.

Region 5 may, in the future, modify the Site-wide Ready for Anticipated Use Determination based on changed site conditions.

Cleanup Goals	<p><b>Site Soils and Sediment</b> – Contaminated soil at the site has been addressed by incinerating the most heavily-contaminated soils (including TSCA soils), applying a clean soil cover and a vegetative cover, and by fencing that surrounds the site.</p> <p><b>Groundwater</b> – Protection and enhancement of the quality of the groundwater and recovery of the groundwater resource in the vicinity of the site to MCLs for volatile organic compounds.</p> <p><b>Surface Water</b> - Protection of the quality of the surface water in the vicinity of the site.</p>
Construction Complete Date	08/23/1995
Five-Year Review Dates	09/23/1998, 09/22/2003, 08/25/2008, 07/16/2013
Human Exposure Environmental Indicator	Current Human Exposure Controlled and Protective Remedy in Place
NPL Targeted Deletion Date	06/30/2020
Existing Land Use for Entire Site /Status of Use	<b>Site Soils</b> (10.6 acres) – no current use
Last Inspection Date:	<b>Groundwater</b> – no consumptive use in current plume area December 11, 2012
Anticipated Future Land Use	<b>Site soils</b> – industrial use only <b>Groundwater use</b> – no consumptive use anticipated

Media, Remedy Components, & Areas that do not Support UU/UE Based on Current Conditions	<b>Site Soils</b> – Area of soil treated to industrial cleanup standards is identified in Attachment 2. <b>Groundwater</b> - Current area that exceeds groundwater cleanup standards is identified in Attachment 2.
Acres Associated with Institutional Control	11.18 acres
Total Property Acres	11.18 acres
Title of Institutional Control Instrument	Environmental Covenant # 201312140
IC Implementation Date	June 5, 2013
Documents Reviewed for SWRAU Determination	U.S. EPA; 1988 - EPA Superfund Record of Decision: Summit National - June 30, 1988  U.S. EPA; 1990 - EPA Superfund Record of Decision Amendment: Summit National - November 2, 1990  U.S. EPA; 1992 - Explanation of Significant Differences Summit National Superfund Site - March 23, 1992  Consent Decree (Civil Action No. 5-90-CV-1167) - Summit National Superfund Site - June 11, 1991, and recorded with the Portage County Recorder's Office  U.S. EPA 2013 - Fourth Five-Year Review Report- Summit National Superfund Site – July 16, 2013  Affidavit on Facts Relating to Title, recorded with the Portage County Recorder's Office
ICTS Booklet	Attached Appendix 4

Footnote 1:

In order for ICs to be considered “in place and effective,” the following must be met (check all that apply):

- ☒ the ICs cover all physical areas that do not support UU/UE and the ICs' physical description of the non-UU/UE areas are accurate based on current conditions for the entire site (e.g., groundwater ordinance covers the entire plume area; legal description of cap in restrictive covenant has been mapped or undergone other verification);
- ☒ all needed land use restrictions/objectives are stated in/covered by the IC;
- ☒ title work shows recording and that no other existing property rights will interfere with the site remedy or cause undue exposure (for restrictive covenants and other proprietary controls only);
- ☒ there is current compliance with the land use restriction determined by a recent inspection; and
- ☒ future compliance with the restrictions is expected because: a) there is a legal basis for enforcing the use restriction against current and future owners; and/or b) ORC and Superfund Branch Chiefs concur that the totality of the circumstances support the expectation of future compliance with restrictions. (Examples: UECA covenant, state solid waste deed notice in conjunction with state solid waste regulation prohibiting interference with landfill component, best available IC has been implemented such as fish consumption advisory).

## **Attachments**

Attachment 1 – Site Location

Attachment 2 – Boundary of Soil Area and Groundwater to which IC Restrictions Apply

Attachment 3 – Environmental Covenant

Attachment 4 – ICTS Booklet

## Attachment 1 – Site Location Map



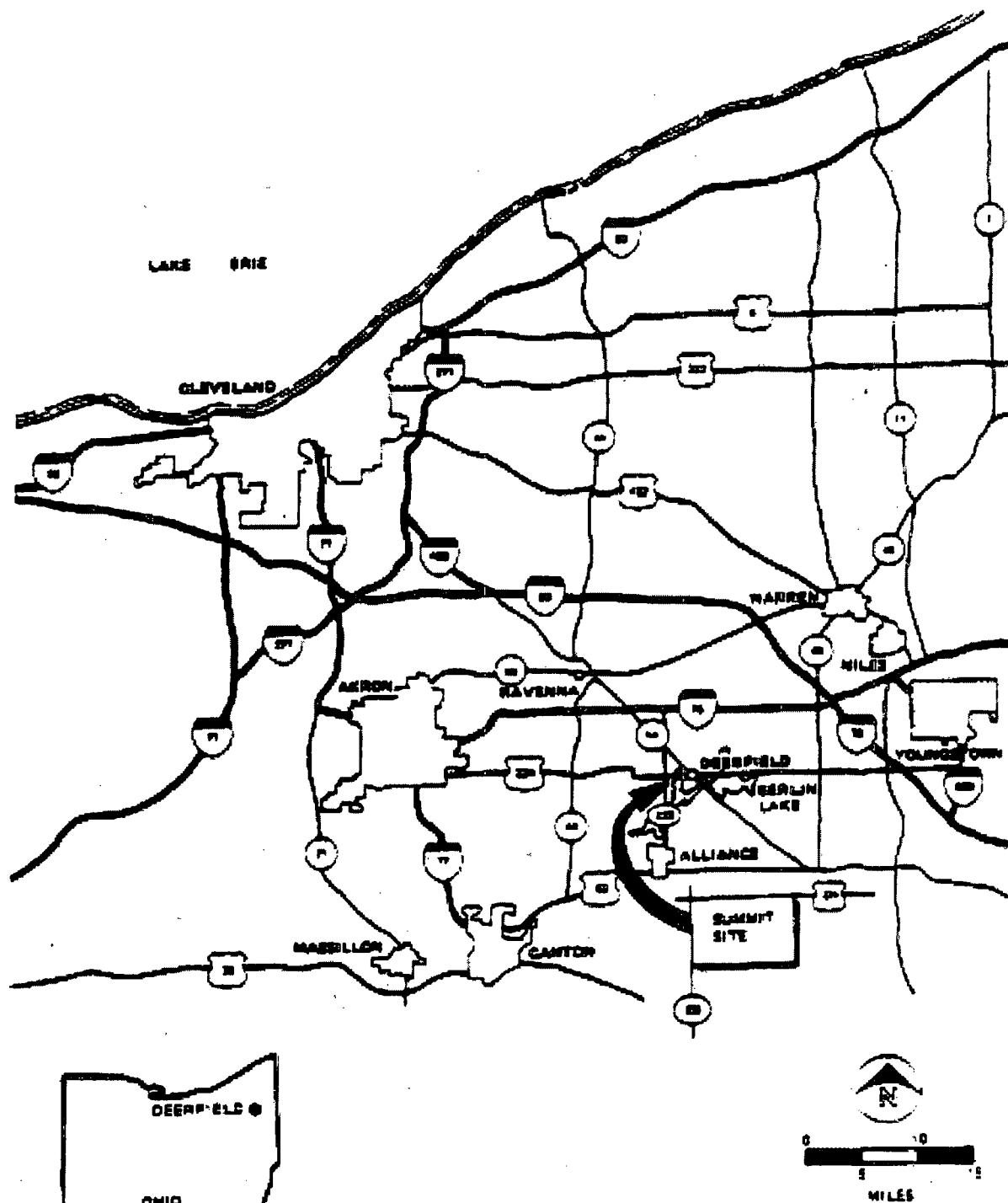


FIGURE 1-1  
SUMMIT SITE LOCATION  
SUMMIT NATIONAL RI

Attachment 2 – Boundary of Soil Area and Groundwater to which IC Restrictions  
Apply




Summit National  
Portage County, OH

OHD980609994



Legend

 Summit National Site

RPM: Pablo Valentin

0 500 1,000  
Feet



Produced by Sarah Backhouse  
U.S. EPA Region 6 on 6/13/07  
Image Date: 2005

### Attachment 3 – Environmental Covenant

# 201312140

RECEIVED FOR RECORD

6-5 2013

AT 15-4928

BONNIE M. HOWE  
PORTAGE COUNTY RECORDER

FEE 116<sup>00</sup>

To be recorded with Deed Records  
Ohio Rev. Code § 317.08

### ENVIRONMENTAL COVENANT

This Environmental Covenant is made as of the 23<sup>rd</sup> day of April, 2013, by and among Owner John Vasi, Deceased, (as further identified below) and Holder, John Vasi, Deceased, (as further identified below) pursuant to Ohio Revised Code § 5301.80 to 5301.92 for the purpose of subjecting the Site (described below) to the activity and use limitations and to the rights of access described below.

Whereas, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9605, the United States Environmental Protection Agency ("EPA"), placed the Summit National Superfund Site ("Site") on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the *Federal Register* on September 15, 1983; and

Whereas, in a Remedial Action/Feasibility Study (RI/FS) completed on June 30, 1988, EPA found the following contaminants had been released into the soil and sediment at the Site: methylene chloride, acetone, carbon disulfide, 1,1-dichloroethene, 1,1-dichloroethane, trans-1,2-dichloroethene, 1,2-dichloroethane, 2-butanone, 1,1,1-trichloroethane, trichloroethene, benzene, 4-methyl-2-pentanone, tetrachloroethene, toluene, chlorobenzene, ethylbenzene, xylenes, phenol, 1,4-dichlorobenzene, 1,2-dichlorobenzene, isophorone, 1,2,4-trichlorobenzene, naphthalene, 2-methylnaphthalene, fluorine, hexachlorobenzene, phenanthrene, di-n-butylphthalate, butylbenzylphthalate, bis-2-ethylhexylphthalate, di-n-octylphthalate, indeno(1,2,3-c,d)pyrene, dibenz(a,h)anthracene, benzo(g,h,i)perylene, 4,4-DDT, PCBs, n-nitrosodiphenylamine, arsenic, barium, beryllium, chromium, copper, mercury, and cyanide. In the same RI/FS, EPA found the following contaminants had been released into the groundwater at the Site: methylene chloride, acetone, 1,1-dichloroethane, 1,2-dichloroethane, 2-butanone, 1,1,1-trichloroethane, trichloroethane, 4-methyl-2-pentanone, toluene, ethylbenzene, 1,1-dichloroethene, 4-methylphenol, 2,4-dimethylphenol, 4-chloro-3-methylphenol, phenol, isophorone, naphthalene, 2-methylnaphthalene, bis-2-ethylhexylphthalate, pyrene, dimethylphthalate, di-n-octylphthalate, acenaphthalene, dibenzofuran, diethylphthalate, trans-1,2-dichloroethene, benzene, xylenes, tetrachloroethene, fluorine, hexachlorobenzene, phenanthrene, anthracene, di-n-butylphthalate, fluoranthene, butylbenzylphthalate, hexachlorocyclopentadiene, aluminum, arsenic, barium, cadmium, chromium, manganese, nickel, tin, and barium. In the same RI/FS, EPA found the following contaminants had been released into the surface water at the Site: methylene chloride, acetone, 1,1-dichloroethane, 1,2-dichloroethane, 2-butanone, 1,1,1-trichloroethane, 4-methyl-2-pentanone, tetrachloroethene, toluene, chlorobenzene, xylenes, phenol, aniline, 1,4-dichlorobenzene, 1,2-dichlorobenzene, hexachloroethane, isophorone, benzoic acid, bis-2-ethylhexylphthalate, benzo(b)fluoranthene, benzo(k)fluoranthene, benzo(a)pyrene, indeno(1,2,3-c,d)pyrene, dibenz(a,h)anthracene, benzo(g,h,i)perylene, arsenic barium, beryllium, cadmium, chromium, and nickel; and

Whereas, EPA issued a Record of Decision ("ROD") on June 30, 1988, and whereas EPA issued an amended ROD on November 2, 1990, which called for the expansion of Site boundaries to encompass contaminated areas along the perimeters; construction of fencing around the expanded boundary; excavation and on-Site incineration of contaminated materials; demolition of on-Site structures for on-Site disposal; collection and treatment of surface water; extraction of groundwater; relocation of a vacant residence; testing of incinerated waste material before replacement on Site; regrading and installation of a soil cover; re-routing of drainage ditches; and institutional controls to limit the future use of the property where remedial construction has occurred and to protect the performance of the remedy, and to prevent the exposure of humans or the environment to contaminants; and

Whereas on February 15, 1987, EPA issued a Unilateral Administrative Order to various potentially responsible parties, and on June 11, 1991, a Remedial Action Consent Decree ("Consent Decree") was entered which provided for the implementation of the remedial action selected in the November 2, 1990, ROD, and whereas, with the exception of the institutional controls, the remedial action has been implemented at the Site; and

Whereas, the parties hereto have agreed: 1) to grant a permanent right of access over the Site to the Access Grantees (as hereafter defined) for purposes of implementing, facilitating and monitoring the remedial action, and 2) to impose on the Site activity and Use Limitations as covenants that will run with the land for the purpose of protecting human health and the environment; and

Now therefore, Owner and EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant executed and delivered pursuant to Ohio Rev. Code § 5301.80 to 5301.92. EPA is the Agency, as defined by Ohio Rev. Code § 5301.80(B), that approved the environmental response project pursuant to which this environmental covenant is created. Pursuant to Ohio Rev. Code § 5301.81(B), any right of EPA under this environmental covenant is not an interest in real property.

2. Site. The one (1) parcel of real property which contains 11.5 acres located in Deerfield Township, Portage County, Ohio, which is subject to the environmental covenants set forth herein is described on **Exhibit A** attached hereto and hereby by reference incorporated herein. The Site is outlined by heavy black line on the copy of the Portage County, Ohio, Auditor's tax map (the "Map") attached hereto as **Exhibit B**.

3. Owner. John Vasi, Deceased, born March 1912 and died October 24, 1994 ("Owner"), who resided at 1012 Clearview Avenue, Akron, Ohio, is the current record owner of the Site. Owner is the Owner Settling Defendant named in the Consent Decree (described in Paragraph 10 below). Arthur R. Hollencamp was appointed receiver on April 22, 2013, in United States v. John Vasi, et al., Case No. 5:90-CV-1167 (N.D. Ohio) in order to execute this Environmental Covenant on behalf of Owner.

4. Holder. John Vasi, born in March 1912 and died on October 24, 1994, who resided at 1012 Clearview Avenue, Akron, Ohio.



5. Activity and Use Limitations on the Site.

- (a) Owner agrees for himself and his successors in title not to permit the Site to be used in any manner that would interfere with or adversely affect the integrity or protectiveness of the remedial action which has been implemented pursuant to the Consent Decree unless the written consent of the EPA to such use is first obtained. Owner's agreement to restrict the use of the Site shall include, but not be limited to, not permitting any filling, grading, excavating, building, drilling, mining, farming, or other development on property on the Restricted Area unless the written consent of EPA to such use or activity is first obtained.
- (b) Owner covenants for himself and his successors and assigns that there shall be no consumptive use of Site groundwater, including use, extraction, or development of said groundwater, either on or off the Site, until cleanup standards are achieved.
- (c) Owner covenants for himself and his successors and assigns that there shall be no use of surface water contained within the Site for any purpose.
- (d) Owner covenants for himself and his successors and assigns that there shall not be any inconsistent uses on the Site that will interfere with remedial action components or otherwise harm the integrity of the remedy components.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to Ohio Rev. Code § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Site or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Requirements for Notice to EPA Following Transfer of a Specified Interest in, or Concerning Proposed Changes in the Use of, Applications for Building Permits for, or Proposals for any Work Affecting Contamination on the Site. Neither Owner nor any Holder shall transfer any interest in the Site, or make proposed changes in the use of the Site, or make applications for building permits for, or proposals for any work in the Site without first providing notice to EPA and obtaining any approvals or consents thereto that are required under the Consent Decree.

8. Access to the Site. Pursuant to Section V of the Consent Decree, Owner agrees that EPA, the Ohio EPA and the Settling Defendants, their successors and assigns, and their respective officers, employees, agents, contractors, and other invitees (collectively, "Access Grantees") shall have and hereby grant to each of them an unrestricted right of access to the Site to undertake the Permitted Uses described in Paragraph 9 below and, in connection therewith, to use all roads, drives, and paths, paved or unpaved, located on the Site or off the Site ("off-site") and rightfully used by Owner and Owner's invitees for ingress to or egress from portions of the Site (collectively, "Access Roads"). The right of access granted under this Paragraph 8 shall be

irrevocable while this Covenant remains in full force and effect. The Settling Defendants are named on **Exhibit C** attached hereto.

9. Permitted Uses. The right of access granted under Paragraph 8 of this Environmental Covenant shall provide Access Grantees with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to the Consent Decree or the purchase of the Site, including, but not limited to, the following activities:

- a) Monitoring the Work;
- b) Verifying any data or information submitted to the United States or the State;
- c) Conducting investigations relating to contamination at or near the Site;
- d) Obtaining samples;
- e) Assessing the need for, planning, or implementing response actions at or near the Site;
- f) Implementing the Work pursuant to the Consent Decree;
- g) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Owner or his agents, consistent with Section XV (Retention and Availability of Information) of the Consent Decree;
- h) Assessing Settling Defendants' compliance with the Consent Decree;
- i) Determining whether the Site or other property is being used in a manner that is prohibited or restricted or that may need to be prohibited or restricted by or pursuant to the Consent Decree;
- j) Surveying and making soil tests of the Site, locating utility lines, and assessing the obligations which may be required of a prospective purchaser by EPA under the Consent Decree; and
- k) Enforcing and Maintaining Compliance with the Environmental Covenant.

10. Administrative Record. Copies of the EPA administrative record for the Summit National Superfund Site are maintained at the following locations: **EPA Region 5, Superfund Records Center (7<sup>th</sup> Floor), 77 W. Jackson Blvd., Chicago, Illinois 60604; [Union Township Library, 7900 Cox Road, West Chester, Ohio 45069; and Union Township Hall, 9113 Cincinnati-Dayton Road, West Chester, Ohio 45069].**



11. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Site or any portion of the Site shall contain a notice of the activity and use limitations, and grants of access set forth in the Environmental Covenant, and provide the recorded location of this Environmental Covenant. For instruments conveying any interest in the Site or any portion thereof, the notice shall be substantially in the form set forth in **Exhibit D**.

12. Amendments; Early Termination. This Environmental Covenant may be modified or amended or terminated while Owner owns the property only by a writing signed by Owner and EPA with the formalities required for the execution of a deed in Ohio which is recorded in the Office of the Recorder of Portage County, Ohio. Upon transfer of all or any portion of the Site, Owner waives any rights that he might otherwise have under Section 5301.90 of the Ohio Rev. Code to withhold his consent to any amendments, modifications, or termination of this Environmental Covenant, to the extent that he has transferred his interest in that portion of the Site affected by said modification, amendment, or termination. The rights of Owner's successors in interest as to a modification, amendment, or termination of this Environmental Covenant are governed by the provisions of Section 5301.90 of the Ohio Rev. Code.

13. Other Matters.

- (a) Representations and Warranties of Owner. Owner represents and warrants; that Owner is the sole owner of the Site; that Owner holds fee simple title to the Site, which is free, clear, and unencumbered except for the Consent Decree; that Owner has the power and authority to make and enter into this Agreement as Owner and Holder, to grant the rights and privileges herein provided and to carry out all obligations of Owner and Holder hereunder; that this Agreement has been executed and delivered pursuant to the Consent Decree; and that this Agreement will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.
- (b) Right to Enforce Agreement Against Owner; Equitable Remedies. In the event that Owner or any other person should attempt to deny the rights of access granted under Paragraph 8 or should violate the restrictions on use of the Site set forth in Paragraph 5, then, in addition to any rights which EPA may have under the Consent Decree, EPA or any Settling Defendant that is adversely affected by each denial (for example, any Settling Defendant that is prevented from conducting its remedial obligations under the Consent Decree) or by such violation shall have the right to immediately seek an appropriate equitable remedy and any court having jurisdiction is hereby granted the right to issue a temporary restraining order and/or preliminary injunction prohibiting such denial of access or use in violation of restrictions upon application by EPA or by such adversely affected Settling Defendant without notice or posting bond. Owner and each subsequent owner of the Site by accepting a deed thereto or to any part thereof waives all due process or other constitutional right to

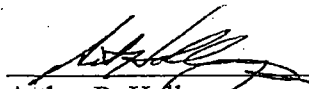
notice and hearing before the grant of a temporary restraining order and/or preliminary injunction pursuant to this Subsection 13(b).

- (c) Future Cooperation; Execution of Supplemental Instruments. Owner agrees to cooperate fully with EPA and/or the Settling Defendants and to assist them in implementing the rights granted them under this Environmental Covenant and, in furtherance thereof, agrees to execute and deliver such further documents as may be requested by EPA to supplement or confirm the rights granted hereunder.
- (d) Cumulative Remedies; No Waiver. All of the rights and remedies set forth in this Environmental Covenant or otherwise available at law or in equity are cumulative and may be exercised without regard to the adequacy of, or exclusion of, any other right, remedy or option available hereunder or under the Consent Decree or at law. The failure to exercise any right granted hereunder, to take action to remedy any violation by Owner of the terms hereof, or to exercise any remedy provided herein shall not be deemed to be a waiver of any such right or remedy and no forbearance on the part of EPA and no extension of the time for performance of any obligations of Owner hereunder shall operate to release or in any manner affect EPA's rights hereunder.
- (e) Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
- (f) Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Site, with the Portage County Recorder's Office.
- (g) Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Site with the Portage County Recorder.
- (h) Distribution of Environmental Covenant/Other Notices. The Owner shall distribute a file-stamped and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA, Portage County, each person holding a recorded interest in the Site, and the Settling Defendants.
- (i) Notices – All notices, requests, demands, or other communications required or permitted under this Environmental Covenant shall be given in the manner and with the effect set forth in the Consent Decree.

- (j) Governing Law. This Environmental Covenant shall be construed according to and governed by the laws of the State of Ohio and the United States of America.
- (k) Captions. All paragraph captions are for convenience of reference only and shall not affect the construction of any provision of this Environmental Covenant.
- (l) Time of the Essence. Time is of the essence of each and every performance obligation of Owner under this Environmental Covenant.

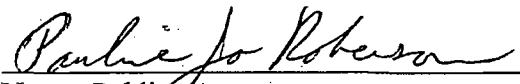
IN WITNESS WHEREOF, Owner and EPA have executed and delivered this Environmental Covenant as of the date first above written.

OWNER

  
 \_\_\_\_\_  
 Arthur R. Hollencamp  
 Hollencamp & Hollencamp, Attorneys  
 Receiver for John Vasi

STATE OF OHIO                    )  
                                           ) SS.  
 COUNTY OF Montgomery    )

The foregoing instrument was acknowledged before me this 23rd day of April, 2013, by Arthur R. Hollencamp, the receiver for John Vasi.

  
 \_\_\_\_\_  
 Notary Public



PAULINE JO ROBERSON, Notary Public  
 In and for the State of Ohio  
 My Commission Expires Sept. 1, 2013

IN WITNESS WHEREOF, Owner and EPA have executed and delivered this Environmental Covenant as of the date first above written.

UNITED STATES OF AMERICA  
On behalf of the Administrator of the  
United States Environmental Protection Agency

By: \_\_\_\_\_

*Richard C. Karl*  
Richard C. Karl, Director,  
Superfund Division, Region 5

STATE OF ILLINOIS       )  
                                      ) SS.  
COUNTY OF COOK       )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of APRIL, 2013, by Richard C. Karl, Director, Superfund Division, Region 5 of the United States Environmental Protection Agency, on behalf of the United States of America.

*Bertanna M. Louie*  
Notary Public



Prepared By:

Steven J. Paffilas  
Assistant U.S. Attorney  
400 United States Court House  
801 W. Superior Avenue  
Cleveland, OH 44113-1852

## **EXHIBIT A**

### **Legal Description of the Site**

Known as being part of Lot #56 in Deerfield Township and bounded and described as follows:  
Beginning at the northwest corner of Lot X56; thence S. 89 deg. 25' East along the north line of said lot #56, a distance of 811.85 feet, and along the center line of U.S. 224; thence south 0 deg. 52" West 60Q feet to an iron pipe and passing over an iron pipe set at 30 feet at the side of the highway; thence N. 89 deg. 25' West 811.85 feet to the west line of Lot #56, and the center line of S.R. 225, and passing over an iron pipe set at 30 feet at the side of highway; thence N 52' East along the west line of said Lot 56, 600 feet to the place of beginning and containing 21.18 acres of Land, more or less.

## EXHIBIT B

### Portage County, Ohio, Auditor's Tax Map of the Site

Institutional Control (IC) Review  
Site Base Map

Superfund  
U.S. Environmental Protection Agency




Summit National  
Portage County, OH

OHD980609994



#### Legend

 Summit National Site

RPM: Pablo Valentin

0 500 1,000  
Feet



Worked by Sarah Backhouse  
U.S. EPA Region 6 on 6/13/07  
Image Date 2005

## **EXHIBIT C**

### **List of Settling Defendants**

1. Airco, Inc., now known as the BOC Group, Inc.
2. American Cyanamid Company
3. Bechtel-McLaughlin, Inc.
4. Browning-Ferris Industries of Ohio, Inc.
5. Browning-Ferris Industries of Pennsylvania, Inc.
6. Canton Drop Forge, Inc., a subsidiary of Cordier Group, parent company, Cordier Holdings
7. Columbia Gas Transmission Corporation
8. Container Corporation of America
9. E.I. DuPont de Nemours & Company
10. Erieway Inc., formerly known as Erieway Pollution Control, Inc.
11. Bridgestone/Firestone, Inc., formerly known as The Firestone Tire & Rubber Company
12. Ford Motor Company
13. General Motors Corporation
14. Gencorp, Inc., formerly known as General Tire and Rubber Company and/or Diversitech General
15. Divested Aerospace Corporation, successor in interest to Goodyear Aerospace Corporation and subsidiary of Loral Corporation
16. Goodyear Tire and Rubber Company
17. Gould, Inc., now owned by Nippon Mining U.S., Inc.
18. Occidental Chemical Corporation, formerly known as Hooker Chemicals and Plastics Corporation
19. Safety Kleen Envirosystems Company, formerly known as McKesson Envirosystems Company, formerly known as Inland Chemical Corporation
20. Mobil Oil Corporation
21. Morgan Adhesives Company

## EXHIBIT D

### Notice Upon Conveyance of Site or any Portion Thereof

THE INTEREST CONVEYED HEREBY IS SUBJECT TO A CONSENT DECREE DATED JUNE 11, 1991, WHICH WAS RECORDED IN THE OFFICE OF THE PORTAGE COUNTY RECORDER, **OR BOOK** \_\_\_\_\_, **Pages** \_\_\_\_\_, AND WHICH RESTRICTS THE INTEREST CONVEYED AS SET FORTH IN THIS NOTICE AND AN ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 2013, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE PORTAGE COUNTY RECORDER ON \_\_\_\_\_, 2013, in BOOK \_\_\_\_\_, Pages \_\_\_\_\_, THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS AND ACCESS RIGHTS:

#### Activity and Use Limitations on the Site.

- (a) The Site shall not be used in any manner that would interfere with or adversely affect the integrity or protectiveness of the remedial action which has been implemented or which will be implemented pursuant to the Consent Decree unless the written consent of the EPA to such use is first obtained.
- (b) There shall be no consumptive use of Site groundwater, including use, extraction, or development of said groundwater, either on or off the Site, until cleanup standards are achieved.
- (c) There shall be no use of surface water contained within the Site for any purpose.
- (d) There shall not be any inconsistent uses on the Site that will interfere with other remedial action components or otherwise harm the integrity of the remedy components

Access to the Site. Pursuant to Sections V and X of the Consent Decree and the Environmental Covenant, EPA and the Settling Defendants, their successors and assigns, and their respective officers, employees, agents, contractors, and other invitees (collectively, "Access Grantees") shall have an unrestricted right of access to the Site to undertake the Permitted Uses described below and, in connection therewith, to use all roads, drives, and paths, paved or unpaved, located on the Site or off-site. The right of access set forth above shall be irrevocable while the Environmental Covenant remains in full force and effect. The Settling Defendants are named in **Exhibit C** of the Environmental Covenant.

Permitted Uses. The right of access granted under the Environmental Covenant shall provide Access Grantees with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to the Consent Decree or the purchase of the Site, including, but not limited to, the following activities:

- a) Monitoring the Work;
- b) Verifying any data or information submitted to the United States or the State;



- c) Conducting investigations relating to contamination at or near the Site;
- d) Obtaining samples;
- e) Assessing the need for, planning, or implementing response actions at or near the Site;
- f) Implementing the Work pursuant to the Consent Decree;
- g) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Owner or his agents, consistent with Section XV (Retention and Availability of Information) of the Consent Decree;
- h) Assessing Settling Defendants' compliance with the Consent Decree;
- i) Determining whether the Site or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to the Consent Decree;
- j) Surveying and making soil tests of the Site, locating utility lines, and assessing the obligations which may be required of a prospective purchaser by EPA under the Consent Decree; and
- k) Enforcing and maintaining compliance with the Environmental Covenant.

Attachment 4 – ICTS Booklet



## Institutional Controls

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## Institutional Controls for SUMMIT NATIONAL

CERCLIS ID: OHD980609994

**Institutional Controls are required for this site.** This site requires ICs because a decision document, such as a Record of Decision, has documented some level of contamination and/or remedy component at the site that would restrict use of the site. In order to determine the current status of ICs for this site, the site contacts below should be consulted:

**Pablo Valentin, Remedial Project Manager** Phone: **312-353-2886** Email: [valentin.pablo@epa.gov](mailto:valentin.pablo@epa.gov)

**James Morris, Associate Regional Counsel** Phone: **312-886-6632** Email: [morris.james@epa.gov](mailto:morris.james@epa.gov)

ICs are generally defined as administrative and legal tools that do not involve construction or physically changing the site. Common examples of ICs include site use and excavation restrictions put in place through State and local authorities like zoning, permits and easements. ICs are normally used when waste is left onsite and when there is a limit to the activities that can safely take place at the site (i.e., the site cannot support unlimited use and unrestricted exposure) and/or when cleanup components of the remedy remains onsite (e.g., landfill caps, pumping equipment or pipelines). Effective ICs help ensure that these sites can be returned to safe and beneficial use.

**Disclaimer:** This information is being provided by EPA as an informational tool to further assist the public in determining the types of restrictions that may be in place at National Priorities List sites being addressed by EPA under the Superfund program. In addition to the areas addressed by the institutional controls identified on this web site there may be other areas on the property that require restrictions on use of the property that are not captured in this EPA database. States and other entities may have implemented laws or restrictions applicable to this site. The information provided herein does not replace a title search or meet "All Appropriate Inquiry" requirements. U.S. EPA encourages users to review the Site files to obtain information regarding remedy components, containment systems and the land use for which cleanup standards were selected for these sites. More information and links can be found on the site profile page from which this page was accessed, and EPA regional offices may also be contacted.

Report generated on **July 10, 2013**

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# Superfund Enterprise Management System

Walters Lav

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## Site : SUMMIT NATIONAL (OHD980609994)

### Site Institutional Controls Summary

[IC Public Web Report Preview Available Click To View](#)
[Published by Donald Bruce on 05/01/2008 Click To View](#)

Extended Summary

 Publish  
Mode

Save

All Institutional Controls are not implemented at this Site

SITE <a href="#">History</a>							
ID	Name	Site ID Context	CERCLIS ID	Region	Region Context	State	IC Required
0504617	SUMMIT NATIONAL		OHD980609994	05		OH	Yes

#### AREA OF IC INTEREST

ID	Name	Area ID	Area ID Context	Subarea of	Media	Resource	Individual	Organization
2954	Sitewide		Area Of IC Interest		(6148) (6149)		(3297, EPA Attorney) (3296, Remedial Project Manager) (3298, State Project Manager)	(3358) (3357, Issuing/Implementing Organization)

#### MEDIA

ID	Name	Is Media Contaminated?	Use Restriction	Objective	Engineering Control
6148	Ground Water	Yes	(3861)	(6395)	
6149	Soil	Yes	(3863)	(6396)	

#### OBJECTIVE

ID	Objective Purpose	Description	Required from Decision Document?	Use Restriction	Resources
6395	Limit Ground Water Use Activities		Yes	(3861)	
6396	Prohibit Disturbance/Excavation Exposure Scenario		Yes	(3863)	

#### USE RESTRICTION

ID	Restriction Type	Description	Resource	Event
3861	Prohibit Ground Water Well Installation/Construction		(7003) (7004) (17221)	(6903) (6904) (16701)
3863	Limit Future Land Use		(7003) (7004) (17221)	(6903) (6904) (16701)

#### ENGINEERING CONTROL

ID	Engineering Control Type	Description	Objective
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#### RESOURCE

ID	IC Document Class	Document Class	Document Category Class	Document Source	Document Life Span	Document Life Span Conditions	Document Title	Document ID	Document ID Context	Event	Sensitivity
17241	Monitoring	Five Year Review	Informational	Federal			SECOND FIVE YEAR REVIEW REPORT (SIGNED) - SUMMIT	05: 201662	SDMS ID - Superfund Document Management	(6905)	Public



					NATIONAL - 2003	System ID		
					RECORD OF DECISION (ROD) (SIGNED) - SUMMIT NATIONAL - ATTACHMENTS - COSTS ANALYSIS; RESPONSIVENESS SUMMARY; AR INDEX; CONTAMINANT SUMMARY		SDMS ID - Superfund Document Management System ID	
7003	Decision	Record of Decision (ROD)	Decision	Federal		05: 128787	(6903)	Public
7004	Enforcement	Consent Decree (CD)	Enforcement	Federal			SDMS ID - Superfund Document Management System ID	Public
7005	Monitoring	Five Year Review	Informational	Federal	SECOND FIVE YEAR REVIEW REPORT (SIGNED) - SUMMIT NATIONAL - 2003	05: 201662	SDMS ID - Superfund Document Management System ID	(6905) Public
7006	Monitoring	Five Year Review	Informational	Federal	THIRD FIVE YEAR REVIEW REPORT (SIGNED) - SUMMIT NATIONAL - 2008	05: 303478	SDMS ID - Superfund Document Management System ID	(6906) Public
17221	Instrument	Environmental Restriction	Proprietary	State	ENVIRONMENTAL CONVENANT BETWEEN US EPA AND JOHN VASI	05: 441423	SDMS ID - Superfund Document Management System ID	(16701) Public

EVENT								
ID	Name	IC Event Class	Event Type	Actual Date	Planned Date	Individual	Organization	Sensitivity
6903	Record of Decision	Decision	Document Issuance	06-30-1988		(3296, Remedial Project Manager) (3297, EPA Attorney)	(3357, Issuing/Implementing Organization)	Restricted (Confidential)
6904	Consent Decree	Enforcement	Document Issuance			(3296, Remedial Project Manager) (3297, EPA Attorney)	(3357, Issuing/Implementing Organization)	Restricted (Confidential)
6905	Five Year Review	Monitoring	Document Issuance	09-22-2003		(3296, Remedial Project Manager) (3297, EPA Attorney)	(3357, Issuing/Implementing Organization)	Restricted (Confidential)
6906	Five Year Review	Monitoring	Document Issuance		09-22-2008	(3296, Remedial Project Manager) (3297, EPA Attorney)	(3357, Issuing/Implementing Organization)	Restricted (Confidential)
16701	Environmental Covenant	Implementation	Document Issuance					

INDIVIDUAL						
ID	First Name	Last Name	Middle Initial	Phone Number	Email Address	Organization
3296	Pablo	Valentin		312-353-2886	valentin.pablo@epa.gov	(3357, Remedial Project Manager)
3297	James	Morris		312-886-6632	morris.james@epa.gov	(3357, Associate Regional Counsel)
3298	Reginald	Williams				

ORGANIZATION						
ID	Organization Formal Name		Organization Type		Phone Number	Email Address
3357	USEPA		Federal Government			
3358	Ohio EPA		State Government			

COMMENT	
ID	Comments

1242 RPM will locate signed copy of Consent Decree.

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Last updated on 8/21/2010